BEFORE THE

FEDERAL MARITIME COMMISSION

Docket 88-6

JORGE VILLENA, SEA-TRADE SHIPPING,
STAR BRIGHT CONTAINER LINE,
AND CARIBBEAN SUN INTERNATIONAL

CONSENT ORDER

Respondents Jorge Villena, Sea Trade Shipping, Star Bright Container Line, and Caribbean Sun International hereby consent to the entry of a Consent Order in this proceeding and hereby agree to be bound by its terms.

1. The Respondents hereby reiterate their agreement to be bound by the attached Consent Judgment entered into with the United States of America and the Federal Maritime Commission in United States of America and the Federal Maritime Commission v. Jorge Villena, et. al., United States District Court Southern District of Florida, Case No. 88-0495-CIV-MARCUS.

2. For the purpose of ensuring compliance with the respective Consent Orders the Respondents hereby grant authorized representatives of the Federal Maritime Commission access to inspect books and records of the Respondents, wherever they may be kept, during reasonable business hours for a period of two years after the date of this Order.

3. Respondents consent that for said periods of two years after this Order they will, upon request of a duly authorized

representative of the Federal Maritime Commission, authorize any bank or any other person to release to the Commission any records they maintain pertaining to the Respondents including, but not limited to, any checking or savings accounts, electronic fund transfers, telephone, or telex records.

4. Respondents consent that if at any time during the said period of two years after this Order any of the Respondents desire to engage in any activity which could be subject to Commission jurisdiction, such as preparing bills of lading as a non-vessel operating common carrier, the Respondent will first consult with legal counsel or appropriate staff members of the Federal Maritime Commission about the proposed activity to insure that the activity does not violate the terms of the Consent Orders entered into by the Respondents.

5. If it may be demonstrated at any time within said period of two years following the date of this Order that any Respondent has concealed any monies or financial resources and could pay a penalty for violations of the Shipping Act of 1984 which are the subject of this proceeding, the Respondents will not contest a Motion To Reopen this proceeding and the Commission may at that time consider whether civil penalties should be assessed for violations of the Shipping Act of 1984.

6. Jorge Villena has represented that at all times relevant to this proceeding, he was the sole owner and operator of Sea Trade Shipping, Star Bright Container Line and Caribbean Sun International. If information becomes available that indicates the corporate Respondents were not solely owned and operated by

Jorge Villena, Respondents expressly understand that the Federal Maritime Commission reserves the right to proceed against any other person or persons who may also be liable for violations of the Shipping Act of 1984 which are the subject of this proceeding.

SEA TRADE SHIPPING

By Jorge Villena

Seymour Glanzer, Director
Bureau of Hearing Counsel

STAR BRIGHT CONTAINER LINE

By Jorge Villena

Joseph B. Slunt
Trial Attorney
Bureau of Hearing Counsel

CARIBBEAN SUN INTERNATIONAL

By Jorge Villena

Jorge Villena

(FEDERAL MARITIME COMMISSION)
(SERVED JULY 26, 1988)
(EXCEPTIONS DUE 8-17-88)
(REPLIES TO EXCEPTIONS DUE 9-8-88)

FEDERAL MARITIME COMMISSION

DOCKET NO. 88-6

JORGE VILLENA aka GEORGE VILLENA,
SEA TRADE SHIPPING, STAR BRIGHT CONTAINER LINE,
AND CARIBBEAN SUN INTERNATIONAL

Respondents, who were non-vessel operating common carriers, found to have operated in the foreign and domestic offshore trades of the United States without having tariffs on file, to have misdescribed cargo tendered to vessel-operating common carriers, and to have charged rates to their shipper-customers other than those filed in the tariffs they did have on file between June 1986 and at least until March 1987. Such conduct violated sections 8(a)(1), 10(a)(1), and 10(b)(1) of the Shipping Act of 1984, and section 2 of the Intercoastal Shipping Act, 1933, and occurred despite a cease and desist order issued by the Commission in a previous decision.

Respondents have terminated all of their shipping businesses and have entered into a Consent Order with Hearing Counsel under which they reaffirm their adherence to a Consent Judgment issued by a court, enforcing previous Commission orders, and subject themselves to visitation and inspection by Commission personnel and to compulsory consultations if they wish to resume their shipping businesses, and to other conditions.

The Consent Order, which is designed to ensure that respondents will not again violate shipping laws, is reasonable and practical and conforms fully to the policy of the law favoring settlements. It is therefore approved.

Jorge Villena for respondents.
Joseph B. Slunt for Hearing Counsel.

INITIAL DECISION[1] OF NORMAN D. KLINE,
ADMINISTRATIVE LAW JUDGE

This proceeding, it is hoped, marks the last chapter in the sorry saga of Mr. Jorge Villena and his various companies, all of whom have operated as non-vessel operating common carriers by water (NVOCCs) from 1983 through part of 1987, in violation of various shipping laws. More specifically, it has been found that Mr. Villena, either in his own name or in the name of Cari-Cargo International, inc. (Cari-Cargo); Sea Trade Shipping, Inc. (Sea Trade); Star Bright Container Line, Inc. (Star Bright); or Caribbean Sun International, Inc. (Caribsun), has operated without filing a tariff, has obtained transportation from vessel-operating carriers at less than the applicable rates by willfully misdescribing cargo, and has charged shippers rates different from those filed in his tariffs.

In chapter one, on May 5, 1985, the Commission began an investigation of Mr. Villena and two of his companies (Cari-Cargo and Sea Trade). This was Docket No. 85-14, Cari-Cargo International, Inc., Jorge Villena and Sea Trade Shipping, I.D., April 24, 1986 (23 SRR 1007); F.M.C. notice of finality, June 5, 1986. In Docket No. 85-14, it was found, based on a detailed and uncontested record, that Mr. Villena and these two companies which he operated had on numerous occasions from November 1983 through December 1985 operated without a tariff, misdescribed

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[1] This decision will become the decision of the Commission in the absence of review thereof by the Commission (Rule 227, Rules of Practice and Procedure, 46 CFR 502.227).

cargo which they had tendered to vessel-operating carriers, and charged rates to their shipper-customers which were not those filed in their tariffs. These various activities violated sections 8(a)(1), 10(a)(1), and 10(b)(1) of the Shipping Act of 1984, as well as corresponding provisions of the Shipping Act, 1916 (sections 18(b)(1), 16, initial paragraph, and 18(b)(3)), before June 18, 1984. It was further found that Mr. Villena and the various companies which he operated conducted these unlawful operations deliberately and continued to do so even after receiving warnings from Commission investigators. Mr. Villena and the two companies were ordered to cease and desist from such conduct and were also ordered to pay $100,000 in penalties with provision for remission of penalties over $30,000 if respondents faithfully paid monthly installments over a six-months' period.

Although the Commission effectuated the findings and orders contained in the Initial Decision in Docket No. 85-14 on June 5, 1986, Mr. Villena and the other two respondents paid nothing and ignored the cease and desist orders. Accordingly, on March 18, 1988, the United States and the Federal Maritime Commission brought a proceeding before the U.S. District Court for the Southern District of Florida, seeking to enforce the orders issued in Docket No. 85-14, and to enjoin the three respondents in No. 85-14 and two new Villena companies, Caribsun and Star Bright, from continuing to violate the shipping laws in the same manner as found in No. 85-14, and from escalating the previous unlawful conduct in certain particulars, such as by failing to forward payments from shippers owed to vessel-operating carriers,

by using fictitious business names, and by misusing the names of innocent companies in furtherance of their schemes.

Mr. Villena and his various companies did not contest the charges made in the court proceeding. Accordingly, on April 21, 1988, the Court issued a Consent Judgment against Mr. Villena and his four companies (Cari-Cargo, Sea Trade, Star Bright, and Caribsun) which admittedly were operated as alter egos of Mr. Villena. Respondents furthermore admitted that they had not paid any of the civil penalties levied in Docket No. 85-14 despite repeated demands from the Commission, that they had continued to violate sections 8(a)(1), 10(a)(1), and 10(b)(1) of the 1984 Act after entry of the Commission's order on June 6, 1986, that they had engaged in fraudulent conduct by accepting payment for NVOCC charges without forwarding such payments to vessel-operating carriers, that they had falsified shipping documents by using fictitious names and misusing real names of innocent companies, that they had caused several unsuspecting shippers to pay twice for certain transportation services, and that they had dishonored checks made payable to such shippers. Accordingly, pursuant to the Consent Judgment, the Court ordered Mr. Villena to pay the Commission the $100,000 previously assessed by the Commission in No. 85-14, and further permanently enjoined and restrained Mr. Villena and any of his companies from operating without filing tariffs, misdescribing cargo, charging rates other than those filed in his tariffs, falsifying names and other information on bills of lading, failing to pay freight money to the proper carriers, and failing to refund freight money

upon his failure to provide agreed-upon transportation services. (See United States of America and the Federal Maritime Commission v. Jorge Villena et al., Case No. 88-0495-Civ-Marcus, April 21, 1988, U.S. District Court Southern District of Florida.)

In chapter three, on March 10, 1988, the Commission began the present administrative proceeding as Docket No. 88-6. In its Order of Investigation, the Commission named Mr. Villena and three of his companies (Sea Trade, Star Bright, and Caribsun) as respondents, stating that it appeared that these parties were continuing to operate in violation of sections 8(a)(1), 10(a)(1), and 10(b)(1) of the 1984 Act by failing to file tariffs, misdescribing cargo, and charging different rates than those in its tariffs, and, as regards domestic trades, by doing the same things in violation of section 18(a) of the Shipping Act, 1916, section 2 of the Intercoastal Act, 1933, and section 16, initial paragraph, Shipping Act, 1916.

Following issuance of the Commission's Order of Investigation, Hearing Counsel consulted with respondents regarding development of the evidentiary record and after a telephonic prehearing conference was conducted with Hearing Counsel and respondents both participating, I authorized Hearing Counsel to submit his evidentiary case in writing with an opportunity for respondents to submit responsive evidence or arguments if respondents so chose. (See Notice of Rulings Made at Telephonic Prehearing Conference, April 28, 1988.) Hearing Counsel was ultimately permitted to file his written case on July 15, 1988. (See Schedule Established, June 10, 1988.) On

that date Hearing Counsel submitted a number of documents, which, among other things, consisted of a Consent Order and a Stipulation signed by Hearing Counsel and all respondents, thereby making any further response by respondents superfluous. Accordingly, the evidentiary record is closed and the matter is ripe for decision.

The written case submitted by Hearing Counsel consists of eight documents as follows: 1) a Consent Order; 2) Stipulation; 3) Consent Judgment issued by the District Court, cited earlier; 4) Declaration of Miguel Tello, F.M.C. investigator; 5) Declaration of Jose M. Naranjo, a carrier's agent; 6) Declaration of Nancy T. Lindstrom, Vice President of a moving and storage company; 7) Declaration of Don E. Wrinkle, a carrier's agent; and 8) a Memorandum to the Director, Bureau of Investigation, from Commission investigators in Miami. These documents are hereby admitted in evidence. (Documents nos. 3 through 7 were also submitted to the District Court in the enforcement proceeding cited above.)

The evidence submitted by Hearing Counsel, which is not contested, amply demonstrates the validity of the charges contained in the Commission's Order of Investigation and supports the Consent Judgment issued by the District Court. Because respondents have consented to an order and judgment and have stipulated to the critical facts concerning their unlawful operations, it is not necessary to set forth in detail each particular violation of law. Such details are set forth in the declarations of Miguel Tello, the Commission's District Director

of Investigations, located in Miami, Florida, and in the supplemental declarations of the employees of the carriers' agents and the moving company, all of whom came into contact with Mr. Villena and his companies. The critical facts are summarized as follows applicable to conduct occurring on or after June 1986 through at least March 1987.

Summary of the Facts

Jorge Villena is an individual who maintains an office at 1401 N.W. 78th Avenue, Miami, Florida. He was the sole owner and officer of Sea Trade, Star Bright, and Caribsun. Sea Trade was incorporated in the State of Florida effective July 25, 1985, as Seatrade Shipping, Inc. and was involuntarily dissolved by the State on November 16, 1987. Star Bright was not an incorporated entity but was a name used by American Receiving Terminals, Inc. in carrying out its business. American Receiving was incorporated effective July 25, 1985, in Florida but was involuntarily dissolved by the State on November 16, 1987. Caribsun was incorporated as Caribbean Sun International, Inc., in Florida effective June 25, 1986, but was involuntarily dissolved by the State on November 16, 1987.

Respondent Sea Trade, which filed a tariff effective September 5, 1986, which was never revised or changed until the Commission cancelled it on July 1, 1988, issued at least 296 bills of lading on which Sea Trade charged rates other than those contained in its tariff, in violation of section 10(b)(1) of the 1984 Act.

Respondent Star Bright, which had filed a tariff effective on November 3, 1985, which, like the Sea Trade tariff, was never revised or changed and was cancelled by the Commission on December 7, 1987, issued at least 11 bills of lading on which Star Bright charged rates other than those contained in its tariff, in violation of section 10(b)(1) of the 1984 Act.

Respondent Caribsun, an NVOCC operating to Puerto Rico, never filed a tariff with the Commission but handled one shipment, in violation of section 2 of the Intercoastal Act, 1933.

In addition to the above violations of section 10(b)(1) of the 1984 Act and section 2 of the 1933 Act, respondents attempted to obtain or did obtain transportation at less than applicable charges, in violation of section 10(a)(1) of the 1984 Act. Respondent Villena, acting under the name of respondent Sea Trade, knowingly and willfully misnamed the shipper and misdeclared weights and measurements of cargoes which he tendered to vessel-operating common carriers on at least six occasions during the period March 17, 1986 through September 9, 1986.

In order to obtain business, respondents would charge its shipper-customers freight rates below the amount respondents had to pay the underlying vessel-operating carrier. Funds from another customer's shipment would be used to pay the underlying carrier. Furthermore, respondents declared false names of shippers to the ocean carriers and when the ocean carriers ultimately tracked down the shipment to respondents and sought payment, respondents would again divert funds from other

shipments in order to make payment. Eventually respondents were unable to maintain the required cash flow and, by May of 1987, ceased business.

Among the particular incidents showing how respondents misused names of innocent shippers, failed to pay underlying ocean carriers, or otherwise acted in a deceptive manner, are the following. In June 1986, respondents Villena and Sea Trade handled two shipments of medical supplies moving to Kingston, Jamaica. Respondents tendered the cargo to Kirk Line, the underlying ocean carrier, but used the name of Bristol Meyers instead of the real shipper, Travenol Export. Although Travenol Export had paid ocean freight to Villena and Sea Trade through Travenol's freight forwarder, Sea Trade never forwarded payment to Kirk Line, and, as of March 17, 1988, Kirk Line had still not received payment of the freight charges, amounting to $3,710. In January 1987, a shipper, A-1 Fargo International, booked a shipment of household goods with Mr. Villena, who indicated that he was an agent for Barber Blue Seas Line. A-1 Fargo sent Mr. Villena a check for $7,000, made out to Barber Blue Sea. However, A-1 was notified in late February by its consignee in Nigeria that the consignee could not get the containers released by Barber Blue Sea because the carrier had not been paid its freight charges. A-1 discovered that Mr. Villena had deposited the A-1 check made out to Barber to Mr. Villena's personal account. A-1 had to pay Barber Blue Sea $8,800 plus demurrage charges to obtain release of the cargo in Nigeria. A-1 demanded a refund from Mr. Villena, who gave A-1 a check but later

notified his bank to stop payment. A-1 had not been reimbursed by Mr. Villena as of March 17, 1988. On several shipments to Europe carried by the ocean carrier, Hapag-Lloyd, payment had not been forwarded to Hapag by Mr. Villena. On one shipment to Belgium on a bill of lading dated late January 1987, cargo was released to the consignee on the basis of a telex purportedly sent by Hapag's American agent, stating that Hapag had received payment of freight in the United States. However, circumstances indicate that the telex was fraudulent and was sent by Mr. Villena.

The Miami District Office of the Commission was unable to locate any shipments made by respondents from May 1987 until May 1988, after contacting 18 ocean carriers or their agents. Respondents maintain that they are no longer engaged in any business activity subject to the jurisdiction of the Commission. In the fall of 1987, furthermore, respondents destroyed all of their business records.

All of the corporate respondents went out of business without leaving any known financial resources. Jorge Villena is currently trying to enter into a new business other than one involving shipping, which would enable him to obtain sufficient funds to pay the outstanding penalty of $100,000 which the District Court enforced in the proceeding cited above. Mr. Villena states that he did not take any funds out of the corporate respondents other than those necessary for normal salary payments and expenses, that he does not have any profits left from his shipping ventures, and that he is unable to pay any civil penalty in the present administrative proceeding.

The Consent Order

Litigation in this proceeding has been shortened because of the fact that respondents have stipulated to the critical facts and have furthermore entered into a Consent Order with Hearing Counsel. By the terms of the Consent Order, which are set forth fully as an appendix to this decision, respondents reiterate that they are bound by the Consent Judgment issued by the District Court in the enforcement proceeding, cited above. As discussed earlier, under that Judgment, respondents may no longer conduct themselves in violation of the relevant provisions of the 1984 Act, by doing such things as operating without filing tariffs, misdescribing cargo, charging non-tariff rates, falsifying bills of lading, failing to pay freight money to vessel-operating carriers, failure to refund freight money to shippers owed to them, etc. Furthermore, respondent Villena was ordered to pay the Commission the sum of $100,000 plus interest thereon at the rate of 7.01 per annum from June 6, 1986, to the date of payment.

In addition to confirming the fact that respondents are bound by the Court's judgment, respondents have agreed to place themselves under special scrutiny for a period of two years to ensure compliance with the Consent Judgment and Consent Order. More specifically, respondent consent to grant access to their business records to authorized Commission representatives, including records held by banks. If respondents desire to resume shipping-business activity subject to the Commission's jurisdiction within the two-year period, they agree to consult with legal counsel or Commission staff members to ensure that

they will not violate the Consent Order or Judgment. If it appears that respondents have concealed any money or financial resources and could pay a penalty for violations of shipping laws, which violations are the subject of this administrative proceeding, respondents will not contest a reopening of the proceeding to consider whether civil penalties should be assessed for the relevant violations. Respondents also acknowledge the right of the Commission to proceed against any other person or persons who may have violated shipping laws in the event that information shows that Mr. Villena was not the sole owner and operator of the respondent companies.

DISCUSSION AND CONCLUSIONS

In view of the previous proceedings, enforcement efforts, and Consent Judgment involving respondent Villena and his various companies, what remains to be done in the present administrative proceeding is to rule upon the legal propriety of the Consent Order into which Hearing counsel and respondents have entered. As discussed above, respondents have ceased all of their shipping businesses and have been ordered by the Court to refrain from violating shipping laws if they ever decide to resume such businesses. Furthermore, respondent Villena has been ordered to pay $100,000 plus interest, as penalties for violations of law found to have occurred by the Commission in the previous administrative proceeding, Docket No. 85-14. The subject Consent Order ensures compliance with the Court's Consent Judgment, facilitates prompt detection of any possible future violations of

shipping law if respondents decide to resume their shipping businesses, and allows for possible consideration of penalties for violations shown to have occurred after June 1986 if any financial resources of respondents are disclosed. Under the circumstances, the Consent Order seems to be practical and sensible and does not violate any law or policy of which I am aware.

A Consent Order is analogous to a consent decree entered into before the courts, which decrees are, in effect, settlement agreements. See Williams v. Vukovich, 720 F.2d 909, 920 (6th Cir. 1983). It has been decided in countless cases that settlements are to be encouraged and are presumed to be fair, correct, and valid. See, e.g., Behring International, Inc., 20 SRR 1025, 1032 (I.D., F.M.C. notice of finality, June 30, 1981); Old Ben Coal Company v. Sea-Land Service, Inc., 21 F.M.C. 505, 512 (1978); Kuehne & Nagel, Inc., 20 SRR 1533, 1539-1541 (I.D., F.M.C. notice of finality, October 29, 1981); Daniel F. Young, Inc., 20 SRR 1657, 1661 (I.D., F.M.C. notice of finality, October 29, 1981); Del Monte Corporation v. Matson Navigation Company, 22 F.M.C. 364, 367-368 (1979).

The policy of settlement is especially encouraged in administrative proceedings and is embodied in the Administrative Procedure Act (APA) and in the Commission's rules. See Behring International, Inc., cited above, 20 SRR at 1032-1033; Del Monte, cited above, 22 F.M.C. at 367-368; Pennsylvania Gas & Water Co. v. Federal Power Commission, 463 F.2d 1242, 1247 (D.C. Cir. 1972). In the last case cited, the court, commenting on the

provision in the APA concerning settlements with agencies (5 U.S.C. sec. 554(c)(1)), on which Commission Rule 91 (46 CFR 502.91) is patterned, stated that this provision was "of the greatest importance to the functioning of the administrative process" and that "[t]he whole purpose of the informal settlement provision is to eliminate the need for often costly and lengthy formal hearings in those cases where the parties are able to reach a result of their own which the appropriate agency finds compatible with the public interest." See also discussion and cases cited in Kuehne & Nagel, Inc., cited above, 20 SRR at 1539-1540.

The fact that there is a strong policy favoring settlements does not mean that a court or agency must perfunctorily approve any proffered settlement. As the Commission has stated in previous cases, "the Commission does not merely rubber stamp any proffered settlement," and the Commission will examine any settlement to ensure that it does not contravene any law or public policy, is fair, adequate, and reasonable, and is not the product of collusion or coercion. Old Ben, cited above, 21 F.M.C. at 512-514; D.F. Young, Inc., cited above, 20 SRR at 1661; Kuehne & Nagel, Inc., cited above, 20 SRR at 1541; Perry's Crane Service v. Port of Houston Authority, 22 F.M.C. 30, 33 (1979); CSC International v. Royal Netherlands, 16 SRR 301 (ALJ 1975). See also Cotton v. Hinton, 559 F.2d 1326, 1330 (5th Cir. 1977) (court must find that a proposed settlement is fair, adequate and reasonable and is not the product of collusion between the parties). A settlement which conforms to the

preceding standards and, in addition, achieves prompt beneficial results while avoiding costly litigation ought to be approved. See Carson v. American Brands, Inc., 450 U.S. 79, 86-90 (1981) (court should not reject proposed consent decree which would produce immediate benefits).

The proposed Consent Order conforms to the standards set forth above and achieves probably all the benefits that it is practically feasible to achieve in this administrative proceeding. Respondents are already under orders of the Court not to violate shipping laws, and respondent Villena has been ordered to pay a penalty of $100,000 plus interest on account of his previous violations of law, although there may be some question at present as to whether he has the financial resources to comply with that order. The proposed Consent Order reinforces the earlier orders of the Court and further ensures that respondents will not be able to violate shipping laws in the event they decide to return to the shipping business.[2] In view

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[2] The Consent Order refers only to violations of the 1984 Act. However, the record shows that respondent Villena, operating as Caribsun, offered an NVOCC service to Puerto Rico and handled at least one shipment to Puerto Rico in October of 1986 without having a tariff on file. See Stipulation at paragraph 9; Tello Report at 10. Such operations violate section 2 of the Intercoastal Act, 1933 (46 U.S.C. app. sec. 844). In order to make clear that the respondents are bound to the conditions of the Consent Order as regards domestic offshore trades as well as foreign trades, I am approving the Consent Order subject to the modification that it applies to violations of the 1916 and the 1933 Acts as well as to the relevant provisions of the 1984 Act. It is not likely that respondents would object to this minor modification to the Consent Order but, if they do, they have the right to file exceptions with the Commission, as provided by 46 CFR 502.227(a)(1).

of the ample, uncontested evidence showing that respondents had continued to violate shipping laws even after the Commission's cease and desist orders were issued on June 5, 1986, the constraints imposed upon respondents under the proposed Consent Order are not excessive or unreasonable but are eminently practical, which is another factor favoring approval of the Order. See Cotton v. Hinton, cited above, 559 F.2d at 1330 ("Practical considerations must be taken into account.")

Accordingly, I find that the Consent Order proffered by the parties to this proceeding conforms to the standards of approvability of such settlements and fully complies with the principles of law and Commission policy which strongly encourage settlements. Therefore, the Consent Order, as modified to include violations of the Shipping Act, 1916, and the Intercoastal Shipping Act, 1933, is approved. The Order will become effective and this proceeding will be terminated on a date to be announced by the Commission after the Commission has determined whether to exercise its right to review. See 46 CFR 502.227.

Norman D. Kline
Administrative Law Judge

Washington, D.C.
July 25, 1988

(S E R V E D)
(AUGUST 2, 1988)
(FEDERAL MARITIME COMMISSION)

FEDERAL MARITIME COMMISSION

WASHINGTON, D. C.

August 2, 1988

DOCKET NO. 88-6

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ERRATUM

In the Initial Decision served July 26, 1988, the second sentence in the last paragraph on page 16 should read as follows:

Therefore, the Consent Order, as modified to include violations of the Shipping Act, 1916, and the Intercoastal Shipping Act, 1933, is approved.

Norman D. Kline

Norman D. Kline
Administrative Law Judge

(S E R V E D)
(August 29, 1988)
(FEDERAL MARITIME COMMISSION)

FEDERAL MARITIME COMMISSION

DOCKET NO. 88-6

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NOTICE

Notice is given that no exceptions were filed to the July 26, 1988, initial decision in this proceeding and the time within which the Commission could determine to review that decision has expired. No such determination has been made and accordingly, that decision has become administratively final.

Joseph C. Polking
Secretary